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3 1850 Fifth Avenue, Suite 22
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7 Attorney for KAREL SPIKES

8 IN THE UNITED STATES DISTRICT COURT
9 SOUTHERN DISTRICT OF CALIFORNIA

10 KAREL SPIKES,

11 Plaintiff,

12 vs.

13 LOU ARIAS dba LOU'S AUTOMOTIVE
14 REPAIR and PARADISE CREEK HOLDING
15 CORPORATION and DOES 1 THROUGH 10,
16 Inclusive,

17 Defendants.

Case No.:08 CV 0657
DMS (AJB)

**JOINT MOTION FOR
DISMISSAL**

[F.R.Civ.P. Rule 41
(a)(1), (2)]

18 **IT IS HEREBY STIPULATED** by and between KAREL SPIKES,
19 Plaintiff, on the one hand, and LOU ARIAS dba LOU'S AUTOMOTIVE
20 REPAIR and PARADISE CREEK HOLDING CORPORATION, Defendants, on
21 the other hand, (hereinafter "the Parties") through their
22 respective attorneys of record that said Parties have agreed to
23 resolve the case between them by way of settlement which was
24 entered in to the court record, July 3, 2008.

25 The Parties further stipulate that Magistrate Judge Anthony
26 J. Battaglia, or any other Magistrate Judge appointed by the
27 Court, shall retain jurisdiction over all disputes between the
28 Parties arising out of the Settlement Agreement including, but

1 not limited to, interpretation and enforcement of the terms of
2 the Settlement Agreement. The terms of the Settlement Agreement
3 are hereby incorporated in this Joint Motion for Dismissal.

4 The Parties further stipulate, pursuant to Federal Rules of
5 Civil Procedure 41(a) (1,2), that this Court enter a dismissal of
6 Plaintiff's Complaint in USDC Case No. 08 CV 0657 DMS (AJB)
7 in its entirety and with prejudice. The Parties further
8 stipulate that each shall bear its, his or her own costs and fees
9 with respect to any claims they may have against each other in
10 the instant action, except as otherwise set forth in the
11 Settlement Agreement.

12 **IT IS SO STIPULATED.**

13 LAW OFFICES OF AMY B. VANDEVELD

14
15 DATED: 7/14/08

S/Amy B. Vandeveld
AMY B. VANDEVELD,
Attorney for Plaintiff
E-mail: abvusdc@hotmail.com

18 LAW OFFICES OF FRANK M. CLOWNEY

19 DATED: _____

20 By: FRANK M. CLOWNEY, Esq.
Attorney for Defendant
LOU ARIAS dba LOU'S AUTOMOTIVE
22 SMAHA LAW GROUP

23 DATED: _____

24 By: JOHN L. SMAHA, Esq.
Attorney for Defendant
PARADISE CREEK HOLDING CORPORATION

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FRANK CLOWNEY
VANDEVELDE SQPAGE 03
PAGE 03

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9 with respect to any claims they may have against each other in
10 the instant action, except as otherwise set forth in the
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12 IT IS SO STIPULATED.

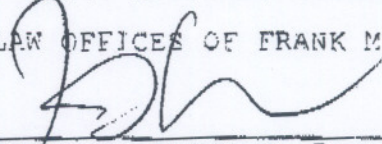
13 LAW OFFICES OF AMY B. VANDEVELD

14
15 DATED: 7/14/08

S/Amy B. Vandeveld
AMY B. VANDEVELD,
Attorney for Plaintiff
E-mail: abvusdc@hotmail.com

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17
18 LAW OFFICES OF FRANK M. CLOWNEY

19 DATED: 7-30-08


20 By: FRANK M. CLOWNEY, Esq.
Attorney for Defendant
LOU ARIAS dba LOU'S AUTOMOTIVE
21 SMAHA LAW GROUP
22

23 DATED: _____

24 By: JOHN L. SMAHA, Esq.
Attorney for Defendant
PARADISE CREEK HOLDING CORPORATION
25
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6 Plaintiff's Complaint in USDC Case No. 08 CV 0657 DMS (AJB)
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13 LAW OFFICES OF AMY B. VANDEVELD

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15 DATED: 7/14/08

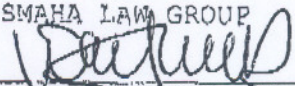
S/Amy B. Vandeveld
AMY B. VANDEVELD,
Attorney for Plaintiff
E-mail: abvusdc@hotmail.com

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17
18 LAW OFFICES OF FRANK M. CLOWNEY

19 DATED: _____

20 By: FRANK M. CLOWNEY, Esq.
Attorney for Defendant
LOU ARIAS dba LOU'S AUTOMOTIVE

21
22
23 DATED: 8/14/08

SMAHA LAW GROUP

24 By: JOAN L. SMAHA, Esq.
Attorney for Defendant
PARADISE CREEK HOLDING CORPORATION
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